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BellSouth Telecommunications, Inc

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Nashville, TN 37201-3300

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General Counsel

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August 10, 2004

VIA HAND DELIVERY

Hon. Pat Miller Chairman Tennessee Regulatory Authority 460 James Robertson Parkway Nashville, Tennessee 37243-0505

Re Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and TCG MidSouth, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996

Docket No 04-06246

Dear Chairman Miller

Pursuant to Section 252(e) of the Telecommunications Act of 1996, TCG MidSouth, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and fourteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated May 22, 2002. The Amendment adds Melded Tandem Switching to the Agreement.

Thank you for your attention to this matter

Sincerely yours,

Guy M Hicks

cc Bill Peacock, TCG MidSouth, Inc

Chief Commercial Attorney, TCG MidSouth, Inc

BEFORE THE TENNESSEE REGULATORY AUTHORITY Nashville, Tennessee

In re:

Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and TCG MidSouth, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996

Docket N	۱o.	

PETITION FOR APPROVAL OF THE AMENDMENT TO THE INTERCONNECTION AGREEMENT NEGOTIATED BETWEEN BELLSOUTH TELECOMMUNICATIONS, INC. AND TCG MIDSOUTH, INC. PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, TCG MidSouth, Inc. ("TCG") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated May 22, 2002 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, TCG and BellSouth state the following:

- 1. TCG and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to TCG. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") by Order dated September 20, 2002.
- 2. The parties have recently negotiated an Amendment to the Agreement.

 The Amendment adds Melded Tandem Switching to the Agreement. A copy of the Amendment is attached hereto and incorporated herein by reference.
- 3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, TCG and BellSouth are submitting their Amendment to the TRA for its consideration and

approval. The Amendment provides that either or both of the parties are authorized to submit the Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with

approving or rejecting the negotiated Amendment between BellSouth and TCG within 90

days of its submission. The Act provides that the TRA may only reject such an

agreement if it finds that the agreement or any portion of the agreement discriminates

against a telecommunications carrier not a party to the agreement or the implementation

of the agreement or any portion of the agreement is not consistent with the public interest,

convenience and necessity.

5. TCG and BellSouth aver that the Amendment is consistent with the

standards for approval.

6. Pursuant to Section 252(1) of the Act, BellSouth shall make the

Agreement available upon the same terms and conditions contained therein.

TCG and BellSouth respectfully request that the TRA approve the Amendment

negotiated between the parties.

This 1 day of Aryul 2004.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC

Bv:

Guy M. Hicks

333 Commerce Street, Suite 2101

Nashville, Tennessee 37201-3300

(615) 214-6301

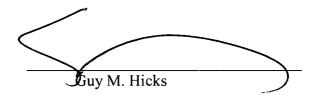
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendments to the Interconnection Agreement on the following via United States Mail on the day of the foregoing Petition for Approval of the Amendments to the Interconnection Agreement on the following via United States Mail on the day of the foregoing Petition for Approval of the Amendments to the Interconnection Agreement on the following via United States Mail on the day of the foregoing Petition for Approval of the Amendments to the Interconnection Agreement on the following via United States Mail on the day of the foregoing Petition for Approval of the Amendments to the Interconnection Agreement on the following via United States Mail on the day of the foregoing Petition for the following via United States Mail on the day of the foregoing Petition for the foregoing Petition for the following via United States Mail on the day of the foregoing Petition for the for

Bill Peacock TCG MidSouth, Inc. 1200 Peachtree Street, NE Suite 12254 Atlanta, GA 30309

Chief Commercial Attorney TCG MidSouth, Inc. Legal Department 1200 Peachtree Street, NE Suite 8100 Atlanta, GA 30309



Eighth Amendment to the Agreement Between TCG MidSouth, Inc. and BellSouth Telecommunications, Inc. Tennessee Dated May 22, 2002

Pursuant to this Amendment, (the "Amendment"), TCG MidSouth (TCG), and BellSouth Telecommunications, Inc ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated May 22, 2002, ("Agreement") to be effective on the date of the last signature executing the Amendment

WHEREAS, BellSouth and TCG entered into the Agreement on May 22, 2002, and,

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows

- 1 The parties agree to add the following provision to Attachment 2, Section 6 6 and the associated rates as set forth in Exhibit 1 of this Amendment, attached hereto and incorporated herein by this reference
 - 6.6.2 Where TCG utilizes portions of the BellSouth network in originating or terminating traffic, the Tandem Switching rates are applied in call scenarios where the Tandem Switching Network Element has been utilized Because switch recordings cannot accurately indicate on a per call basis when the Tandem Switching Network Element has been utilized for a BellSouth transported interoffice call originating from a UNE port and terminating to a BellSouth, Independent Company or Facility-Based CLEC office, BellSouth has developed, based upon trunk studies, a melded rate that takes into account the average percentage of calls that utilize Tandem Switching in these scenarios BellSouth shall apply the melded Tandem Switching rate for every call in these scenarios The melded Tandem Switching charge shall be displayed on BellSouth's standard UNE bill in the Unbundled Transport Tandem Switching and Trunk Port section under Undetermined Routing -Originating for both Local and Access BellSouth shall utilize the melded Tandem Switching Rate until BellSouth has the capability to measure actual Tandem Switch usage in each call scenario specifically mentioned above, at which point the rate for the actual Tandem Switch usage shall apply The UNE Call Flows set forth on BellSouth's website, as of the effective date of this amendment illustrate when the full or melded Tandem Switching rates apply for specific UNE-P call scenarios

- 2 The Parties acknowledge and agree that neither Party is waiving, and each Party hereby expressly reserves any rights it may have to submit any argument, in any federal or state regulatory proceeding in support of, or in opposition to, any position regarding the melded Tandem Switching rate
- 3 All of the other provisions of the Agreement, dated May 22, 2002, shall remain in full force and effect
- 4 Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996

General Terms and Conditions Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below

RellSouth	Telecommunica	tions Inc

TCG MidSouth, Inc.

Name Kristen E Rowe

Title Director

Date. 6/30/04

Name: Bill C. Peacock

Director – Local Services &

Title Access Management

Date 6-23-04

UNBUNDL	UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachi	Attachment 2	Exh	Exhibit A
											Svc Order	Svc Order	Incremental	Svc Order Svc Order Incremental Incremental Incremental	Incremental	Incremental
											Submitted	Submitted	Submitted Submitted Charge -	Charge -	Charge -	Charge -
		Inten									Elec	Manually	Manual Svc	Manual Svc Manual Svc Manual Svc Manual Svc	Manual Svc	Manual Svc
CATEGORY	RATE ELEMENTS	ε	Zone	BCS	osn —			RATES (\$)			per LSR	per LSR	Order vs	Order vs	Order vs	Order vs
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						Nec	First	Add:	First	Add"	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
The "	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website	part of	a com	oination refers to G	eographic	ally Deaveraged	UNE Zones	o view Geogra	phically Deaver	aged UNE Zon	e Designatio	ns by Centr	al Office, refe	er to internet	Website	
http./	http://www.interconnection.bellsouth.com/become a clec/html/interconnection.htm	rconnec	tion ht	E												
OPERATION	OPERATIONAL SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"								<u></u>							
NOTE	NOTE (1) CLEC should contract negatiator if it prefers the "state specific" OSS charges as ordered by the State Commissions The OSS charges currently contact its contract negatiator if it prefers the "state specific" OSS charges as ordered by the State Commissions The OSS charges currently contact its contract negatiator if it prefers the "state specific" OSS charges as ordered by the State Commissions The OSS charges currently contact the BellSouth "negional" service ordered by the State Commissions and the OSS charges currently contact the BellSouth "negional" service ordered by the State Commissions and the OSS charges currently contact the OSS charges currently contact the OSS charges currently contact the OSS charges can be a served by the OSS charges currently contact the OSS charges can be a served by the OSS charges charges can be a served by the OSS charges charges charges can be a served by the OSS charges charges charges charge charges charges charges charges charges charges charges charges charge charges charges charges charges charges charges charges charges charge charges charges charges charges charge charges charges charges charge charges charges charge charge charges charge charges charge charges charge charge charges charge charges charge charges charge charges charge charges charge charges charge charge charge charges charge charges charge charge charge charge charges charge	ne "state	Specif	ic" OSS charges as	s ordered b	y the State Con	missions The	OSS charges	currently conta	ned in this ra	e exhibit are	the BellSou	uth "regional	" service orde	nng charges	CLEC may
elect	elect either the state specific Commission ordered rates for the service ordering charges, or CL	orde	aring ch	larges, or CLEC ma	ny elect the	EC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in	e ordenng cha	rge, however, (LEC can not o	otain a mixture	of the two r	egardless if	CLEC has a	interconnecti	on contract e	stablished in
each	each of the 9 states		,	,			1					ı				
NOTE	NOTE (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BeilSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements	led acco	ording t	to the SOMEC rate	listed in th	is category Ple	ase refer to Be	IlSouth's Loca	Ordering Hand	book (LOH) to	determine	f a product	can be order	ed electronica	illy Forthos	e elements
thatc	that cannot be ordered electronically at present per the LOH, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element Otherwise, the manual ordering charge,	MOS pa	IEC rate	e in this category n	eflects the	charge that wor	uld be billed to	a CLEC once	lectronic order	ng capabilitie	s come on-li	ne for that e	lement Other	erwise, the m	anual ordenne	g charge,
SOM	SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth	BellSout	_													
NOTE	NOTE (3) OSS - Manual Service Order Charge, Per Element - UNE Only "Please see applicable	nly **PI	ease se	e applicable rate e	lement for	rate element for SOMAN charge**		_								
UNBUNDLED	UNBUNDLED LOCAL SWITCHING, PORT USAGE							_								
Tande	Fandem Switching (Port Usage) (Local or Access Tandem)	L														
	Tandem Switching Function Per MOU (Melded)					0 000380364	4									
	Melded Factor 38 90% of the Tandem Rate															
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Exhibit 1